

**CITY OF NEWTON
PURCHASING DEPARTMENT**

***CONTRACT FOR PARKS AND RECREATION
(M.G.L. Ch. 30, Sec. 39m)***

**PROJECT MANUAL:
HYDE PARK WAR MEMORIAL REPLACEMENT
AT LINCOLN STREET
*INVITATION FOR BID #11-05***

JULY 2010

Setti D. Warren, Mayor

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

August 10, 2010

ADDENDUM #1

INVITATION FOR BID #11-05

HYDE PARK MEMORIAL MONUMENT REPLACEMENT

THIS ADDENDUM IS TO: Address the following item and Answer the following Questions brought up at the PreBid Meeting:

The new monument is to be set into the existing foundation unless upon removal of the current monument the foundation is found to be damaged.

Q1. What if the existing foundation is found to be damaged?

A1. The Bid Form has been amended to include a cost per square foot for replacement of the foundation, if it is determined that the current foundation is damaged.

Q2. Will the new monument state “twenty-one” or “twenty-two” Veterans? Because of the number of Veterans has changed.

A2. Twenty-two

All other terms and conditions of this bid remain unchanged

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM

Thank you.



Maureen Lemieux
Interim Chief Procurement Officer

CITY OF NEWTON
DEPARTMENT OF PURCHASING
BID FORM #11-05

- A.** The undersigned proposes to furnish all labor and materials required in accordance with the Contract Documents supplied by the City of Newton entitled:

HYDE PARK WAR MEMORIAL REPLACEMENT

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B.** This bid includes addenda number(s) _____, _____, _____, _____,

- C.** The proposed contract price is as follows per the attached Price Schedules:

BASE BID (Supply, deliver and install Hyde Park War Memorial Monument)	\$ _____
ALTERNATE 1 – FOUNDATION REPLACEMENT (Cost per sq ft)	\$ _____
ALTERNATE 2 (Concrete Pad and Granite Curb)	\$ _____

Combined Price of Base Bid and Alternate Two _____ DOLLARS (\$ _____).

COMPANY: _____

- D.** The undersigned has completed and submits herewith the following documents:

- ☐ Bid Form - signed, 2 pages
- ☐ Bidder's Qualification Form and References , 2 pages
- ☐ 5% Bid Surety

- E.** The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of General Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State, Zip)

(Telephone)

(FAX)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

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END OF SECTION

**CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #11-05**

The City of Newton invites sealed bids from Contractors for

HYDE PARK WAR MEMORIAL REPLACEMENT

MANDATORY Pre Bid Conference: 10:30 a.m. on August 5, 2010, at 100 Lincoln Street

Bids will be received until: 10:30 a.m. on August 12, 2010

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Work under this contract shall consist of: replication, delivery, and installation of the Hyde Park War Memorial Monument at Lincoln St., Newton, MA 02461.

It is anticipated that work shall **begin within a week of contract execution and finish approximately 11/1/10**. Installation of the monument and the pathway including granite edging is expected to take place in a 3-month period within award of bid.

Contract Documents will be available online at the City's website: www.ci.newton.ma.us/bids after: **10:00 a.m., July 29, 2010**. Bidders are responsible for downloading the specifications from the City's web site at www.ci.newton.ma.us/bids. Bidders are requested to email the Purchasing Department (purchasing@newtonma.gov) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. 11-05) they have downloaded.

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates.

All bids must be submitted with one ORIGINAL and one COPY.

All bids are subject to the provisions of M.G.L. Chapter 30, Section 39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Labor and Materials Payment Bond in the amount of 50%** of the contract total.

Award will be made to the bidder with the combined (base bid + alternate one) lowest responsive and eligible bid.

It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online www.ci.newton.ma.us/bids within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing dept. (617) 796-1227 or email purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX **AND INVITATION FOR BID NUMBER..**

The City of Newton's Purchasing Dept. converted to an email notification system of all upcoming public bids effective July 1, 2009. If you wish to receive notification of bids, please email us your company information to purchasing@newtonma.gov, otherwise you may view all City of Newton public bids online at www.ci.newton.ma.us/bids.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids, in whole or in part, if it be in the public interest to do so.

CITY OF NEWTON
Maureen Lemieux
Interim Chief Procurement Officer
July 29, 2010

**CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS**

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
 2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer such requests if received seven (7) calendar days before the date for receipt of the bids.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be emailed to every individual or firm on record as having downloaded a set of Contract Documents. Addenda will also be posted on the City's website at www.ci.newton.ma.us/bids. Any bidder downloading the IFB and any plans for a City bid shall email their company's information along with the IFB # and Project Title that they downloaded. You will then be added to the bidder's list and email distribution list.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.ci.newton.ma.us/bids.
- 2.6 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing dept. with their company's name, street address, city, state, zip, phone, fax and **INVITATION FOR BID NUMBER #11-05**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 By bidding on this project each Bidder certifies its intent to comply with the City of Newton Minority/Women Business Enterprise Plan dated December 1999 to further expand business opportunities for minority firms. A copy of this plan is incorporated in the Project Manual.
- 3.2 Bidders are advised that the City of Newton Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all construction contracts in excess of \$50,000.00. A copy of this program is incorporated in the Project Manual. A Contractor's Certification form must be signed by all successful low bidders prior as a condition of contract award. No contract shall be executed or valid unless the contractor has executed and submitted the Contractor's Certification. (see Attachment B to the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.)
- 3.3 The awarded bidder shall, prior to the award of any sub-contract, obtain from each of its sub-contractors the Sub-Contractors Certification certifying the Sub-Contractor shall comply with the minority manpower ratio and specific affirmative action steps described in the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program contained in the Project Manual. (see Attachment C to the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.)

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.
- Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- * GENERAL BID FOR:
 - * NAME OF PROJECT AND INVITATION NUMBER
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.8 Bids shall be submitted with **one original and one copy**.
- 4.9 The use of a company or brand name, except with software, in the specifications is intended solely for the purpose of describing a standard of quality, functional features and performance standards required and is not intended to limit or restrict competition. The bidder offering a product which they deem equal to the brand and model specified in the solicitation provided that the brand name specified is not followed by the words "no substitutions", **shall indicate so on the bid form and Minimum Requirements – Exception form** and submit with their bid the manufacturers specifications/descriptive literature for the product they are offering. **Failure to submit manufacturers specifications/descriptive literature with bids may be cause for bid rejection.**
- "Equality" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, at time of bid, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.
- 4.10 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which will become effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted on or after July 1, 2006 and to any contract awarded on or after July 1, 2006.

2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this new Massachusetts Law will disqualify you from bidding on public contracts.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn for sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within sixty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.4 It is the purpose of the City not to award this contract to any bidder who does not furnish evidence satisfactory to the Chief Procurement Officer that he has the ability and experience in this class of work and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it within the specified time and that he will complete it in accordance with the terms thereof.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON
DEPARTMENT OF PURCHASING
BID FORM #11-05

- A.** The undersigned proposes to furnish all labor and materials required in accordance with the Contract Documents supplied by the City of Newton entitled:

HYDE PARK WAR MEMORIAL REPLACEMENT

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B.** This bid includes addenda number(s) _____, _____, _____, _____,

- D.** The proposed contract price is as follows per the attached Price Schedules:

BASE BID (Supply, deliver and install Hyde Park War Memorial Monument) \$ _____

ALTERNATE 1 (Concrete Pad and Granite Curb) \$ _____

Combined Price of Base Bid and Alternate One _____ DOLLARS (\$ _____).

COMPANY: _____

- D.** The undersigned has completed and submits herewith the following documents:

- ☐ Bid Form - signed, 2 pages
- ☐ Bidder's Qualification Form and References , 2 pages
- ☐ 5% Bid Surety

- E.** The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of General Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State, Zip)

(Telephone)

/_____
(FAX)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ☒ YES ☐ NO DATE AND STATE OF INCORPORATION: _____
- * 4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
☐ YES ☐ NO
IF YES, WHERE AND WHY?

- * 6. HAVE YOU EVER DEFAULTED ON A CONTRACT? ☐ YES ☐ NO
IF YES, PROVIDE DETAILS.

- * 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? ☐ YES ☐ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____) _____

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? ☐ YES ☐ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____) _____

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? ☐ YES ☐ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____) _____

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

None of the following forms are required at the time of bid submittal.

CITY-CONTRACTOR AGREEMENT

CONTRACT NO. C-

THIS AGREEMENT made this ____ day of _____ in the year Two Thousand and Ten by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the consideration hereinafter set forth agree as follows:

ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all labor, materials, and equipment and perform all work required in strict accordance with the Contract Documents for the following project:

HYDE PARK WAR MEMORIAL REPLACEMENT

ARTICLE 2. TIME OF COMPLETION. The Contractor shall commence work under this Contract on the date specified in the written notice of the City to proceed and shall fully complete all work hereunder within the time specified in the Summary of Work and Specific Work Requirements of the Project Manual. Time is of the essence with regard to this contract. Failure to complete within the time specified shall be subject to the assessment of liquidated damages in accordance with the provisions contained in the Project Manual.

ARTICLE 3. THE CONTRACT PRICE. The City shall pay the Contractor for the full and satisfactory performance of the Contract a sum not to exceed:

ARTICLE 4. CONTRACT DOCUMENTS. The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #11-05 issued by the Purchasing Department;
- c. The Project Manual for **Hyde Park War Memorial Monument Replacement** including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s)____ ;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

ARTICLE 5. ALTERNATES. The following Alternates have been accepted and their costs are included in the Contract Price stated in Article 3 of this Agreement:

Alternates:_____

ARTICLE 6. APPLICABLE STATUTES. All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

CITY OF NEWTON

By _____
Title _____

By _____
Interim Chief Procurement Officer

Date _____

Date _____

Affix Corporate Seal Here

By _____
Commissioner of Parks & Recreation

Date _____

No City funds are required for this contract.

Approved as to Legal Form and Character

I further certify that the Mayor is authorized to execute contracts and approve change orders

By _____
Associate City Solicitor

Date _____

By _____
Comptroller of Accounts

CONTRACT AND BONDS APPROVED

Date _____

By _____
Setti D. Warren, Mayor

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of _____ dollars (\$_____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 2010, for the construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ____ day of _____, 2010.

PRINCIPAL

SURETY

BY _____
(SEAL)

BY _____
(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

END OF SECTION

CITY OF NEWTON

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

1.0 DEFINITIONS

1.1 THE CONTRACT DOCUMENTS

The term "Contract Documents" sometimes also referred to as the "Contract", means the contract entered into between the City of Newton (hereinafter "City") and the Contractor. It includes the Invitation for Bid, General Bid Form, Contract Form, these General Conditions of the Contract, Supplements and Amendments to the General Conditions (if any), Contract Specifications, Drawings, all addenda issued prior to execution of the contract, the Bid Bond, the Labor and Material Payment Bond, or other assurances of completion, the applicable wage rate determinations, and other documents listed in the Agreement and modifications issued after execution of the contract.

1.2 THE WORK

The term "Work", sometimes also referred to as the "Project", means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligation.

1.3 OWNER

The term "Owner" is the City of Newton.

1.4 CONTRACT OFFICER

The term "Contract Officer" means the person appointed by the Owner to administer the terms of the Contract between the Owner and the Contractor, who is also empowered to take certain actions under this Agreement.

1.5 CONTRACTOR

1.5.1 The Contractor, sometimes referred to as the General Contractor, is the person or entity identified as such throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or its authorized representative.

1.5.2 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.

1.6 SUBSTANTIAL COMPLETION

The term "Substantial Completion" means the value of the work remaining to be performed by the Contractor is, in the estimate of the awarding authority, less than one percent (1%) of the original contract price.

2.0 CONTRACT ADMINISTRATION

2.1 PRE-CONSTRUCTION CONFERENCE

2.1.1 Prior to commencement of the Work, the Contractor shall meet in conference with representatives of the Owner regarding the Owner's requirements under the Contract for administration of the quality assurance program, safety program, labor provisions, the schedule of work, and other Contract procedures.

2.1.2 The Contractor shall begin work upon receipt of a written Notice to Proceed from the Contract Officer or designee. The Contractor shall not begin work prior to receiving such notice.

2.2 CONTRACT PERIOD

The Contractor shall complete all work required under this contract within the timeframe specified elsewhere in this document, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

2.3 REJECTION OF DEFECTIVE MATERIALS AND WORK

The Owner's inspection of the Work shall not relieve the Contractor of any of its responsibilities to fulfill the Contract obligations, and defective work shall be corrected without cost to the Owner. Unsuitable work may be rejected by the Owner, notwithstanding that such work and materials have been previously overlooked or misjudged by the Owner and accepted for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall forthwith correct such defect in a manner satisfactory to the Owner, and if any material brought upon the site for use in the Work, or selected for the same, shall be rejected by the Owner as unsuitable or not in conformity with the Contract requirements, the Contractor shall forthwith remove such materials from the vicinity of the Work.

2.4 CHANGES

2.4.1 All changes in the work including any increase, decrease, or other equitable adjustment in the Contract price or in the time for performing the Contract, shall be authorized in writing by the Owner and/or Contract Officer prior to commencement.

2.5 PAYMENTS

2.5.1 CONTRACT PRICE

The Contract Price is stated in the Contract Form, and including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

2.6 APPLICATIONS FOR PAYMENT

2.6.1 Once each month, on a date established by the Owner at the beginning of the Work, the Contractor shall deliver to the Owner an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner may require, and reflecting a minimum of 5% retainage until the final acceptance and payment by the Owner.

2.6.2 The Owner shall make payment to the Contractor within 30 days of receipt of said application, less any applicable retainage.

2.6.3 The Owner may make changes in any application for payment submitted by the Contractor for:

- i. Retention based on the value of its claims against the Contractor,
- ii. Retention of 5% of the approved amount of the Application for Payment.

2.7 FINAL PAYMENT

The acceptance by the Contractor of the last payment due under this Contract or the execution of the Final Certificate of Completion, shall operate as a release to the Owner from all claims and liability related to this Contract.

2.8 GUARANTY AND WARRANTY

2.8.1 WARRANTY

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2.8.2 GENERAL GUARANTY

If at any time during the period of one (1) year from the date of Substantial Completion of the Work to be performed under this Contract, any part of the Work shall, in the reasonable determination of the Owner, require replacing or repairing due to the fact that it is broken, defective, or otherwise does not conform to the Contract Documents, the Owner will notify the Contractor to make the required repairs or replacement. If the Contractor shall neglect to commence such repairs or replacement to the satisfaction of the Owner within ten (10) days from the date of giving or mailing such notice, then the Owner may employ other persons to make the same. The Contractor agrees, upon demand, to pay to the Owner all amounts which the Owner expends for such repairs or replacements. During this one year guarantee period any corrective work shall be performed in accordance with the applicable terms of this Contract. For items of work completed after use and occupancy has been taken, the one year guarantee shall commence at the time the Owner accepts such items. This one year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract.

2.9 INSURANCE REQUIREMENTS

2.9.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000

2.9.2 OWNER AS CO-INSURED

The Owner shall be named as additional insureds on the Contractor's Liability Policies.

2.9.3 CERTIFICATES OF INSURANCE, POLICIES

- i. The Contractor shall not commence the work until proof of compliance with this Section 2.9 has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.
- ii. The Contractor shall file the original and one certified copy of all policies with the Owner within fifteen (15) days after contract award. If the Owner is damaged by the Contractor's failure to maintain such insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

2.9.4 CANCELLATION

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

2.10 INDEMNIFICATION

The Contractor shall take all responsibility for the Work and take all precautions for preventing injuries to persons and property in or about the Work; shall bear all losses resulting to or on account of the amount or character of the Work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out this Contract. The Contractor shall assume the defense of, and indemnify and save harmless the Owner, and the Owner's officers and agents from all claims relating to labor performed or furnished and materials used or employed for the Work; to inventions, patents and patent rights used in and in doing the Work unless such patent infringement is due to a product or process specified by the Owner; to injuries to any person or corporation received or sustained by or from the Contractor and any employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and any employees therein.

2.11 BONDS

The Contractor shall provide the Owner with a performance and with a payment or labor and materials bond in the form provided by the Owner, executed by a surety company licensed by the Commonwealth of Massachusetts' Division of Insurance. Such bond shall be in an amount equal to at least one half of the Contract price unless otherwise stated in the Contract Documents. All bonds shall be accompanied by a current power of attorney.

2.12 TERMINATION

2.12.1 TERMINATION FOR CAUSE

- i. The Owner may terminate this contract for cause if it determines that any of the following circumstances have occurred:
 - a. The Contractor is adjudged bankrupt or has made a general assignment for the benefit of its creditors.
 - b. A receiver has been appointed of the Contractor's property.
 - c. All or a part of the Work has been abandoned.
 - d. The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as provided in the Contract.
 - e. The Owner has determined that the rate of progress required on the project is not being met.
 - f. The Contractor has substantially violated any provisions of this Contract.
- ii. The Owner may complete the Work, or any part thereof, and charge its expense of so completing the Work or part thereof, to the Contractor.
- iii. The Owner may take possession of and use any materials, machinery, implements and tools found upon the site of said Work. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the Project site after the Owner has no further use for them.

2.12.2 TERMINATION - NO FAULT

- i. In the event that this Contract is terminated by the Owner, prior to the completion of construction and termination is not based on a reason listed in Paragraph 2.12.1, the Contractor shall be compensated for its costs incurred on the Project, including reasonable costs of de-mobilization, covering the period of time between the last approved application for payment and the date of termination.
- ii. Payment by the Owner pursuant to Section 2.7 shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

2.13 PERMITS, FEES, AND NOTICES

- 2.13.1 The Contractor shall secure and the Owner shall pay for the building permit, if required. The Contractor shall coordinate all efforts required to obtain this permit. All other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work shall be secured and paid for by the Contractor.
- 2.13.2 The Contractor shall comply with and give notices required by laws, ordinances rules, regulations, and lawful orders of public authorities bearing on performance of the Work.
- 2.13.3 If the Contractor performs Work that it knows or reasonably should know is contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

2.14 SAFETY REQUIREMENTS

- 2.14.1 The Contractor shall comply with all Federal, State, and local safety laws and regulations applicable to the Work performed under this Contract.

2.15 TEMPORARY HEATING

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work materials against damage by dampness and cold, to dry out the Work, and to facilitate the completion of the Work. Any permanent heating equipment used shall be turned over to the City in the condition and at the time required by the specifications.

2.16 AVAILABILITY AND USE OF UTILITY SERVICES

- 2.16.1 The City shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the Contract. Unless otherwise provided in the Contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the City or, where the utility is produced by the City, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- 2.16.2 The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the Work by the City, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

2.17 DISPUTES

- 2.17.1 "Claim," as used in this section, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the Contract, unlike a claim relating to the Contract, is a claim that can be resolved under a Contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this section, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- 2.17.2 All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this section.
- 2.17.3 All claims by the Contractor shall be made in writing and submitted to the Contract Officer for a written decision. A claim by the City against the Contractor shall be subject to a written decision by the Contract Officer.

- 2.17.4 The Contract Officer shall, within thirty (30) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- 2.17.5 The Contract Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the City, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within thirty (30) days after receipt of the Contract Officer's decision.
- 2.17.6 The Contractor shall proceed diligently with performance of this Contract and/or any authorized change thereof, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Contract and/or any authorized change thereof, and comply with any decision of the Contract Officer.

2.18 LIQUIDATED DAMAGES

- 2.18.1 If the Contractor fails to complete the Work within the time specified in the contract, or any extension thereof, the Contractor shall pay to the City as liquidated damages, the sum of \$50.00 for each day of delay. If different completion dates are specified in the Contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another section in this Contract, liquidated damages shall not be due the City. The Contractor remains liable for damages caused other than by delay.
- 2.18.2 If the City terminates the Contractor's right to proceed pursuant to section 2.12.1, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the Work together with any increased costs to the City in completing the Work.
- 2.18.3 If the City does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the Work is completed or accepted.

3.0 SALES TAX EXEMPTION AND OTHER TAXES

- 3.0.1 To the extent that materials and supplies are used or incorporated in the performance of this Contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966.
- 3.0.2 The Contractor shall be responsible for paying all other taxes and tariffs of any sort, related to the Work.

3.1 PROHIBITION AGAINST LIENS

The Contractor is prohibited from placing a lien on the City's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

3.2 ORDER OF PRECEDENCE

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the Contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

3.3 EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

The City of Newton shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and/or transcriptions.

END OF SECTION

CITY OF NEWTON

WAGE RATE REQUIREMENTS

1. GENERAL

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently part of the Contract.

2. WAGE RATES

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c 149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter. Filings made by the Contractor pursuant to Clauses 47, 48 and 49 of the General Conditions shall be deemed to constitute compliance with State filing requirements under the Massachusetts Prevailing Wage Law.



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



Awarding Authority: City of Newton

Contract Number: 11-05

City/Town: NEWTON

Description of Work: Hyde Park War Memorial Replacement

Job Location: 100 Lincoln Street

Classification	Effective Dates and Total Rates							
Construction								
(2 AXLE) DRIVER - EQUIPMENT	06/01/2010	\$44,930	12/01/2010	\$45,530	06/01/2011	\$46,280		
	12/01/2011	\$46,940	06/01/2012	\$47,590	12/01/2012	\$48,620		
(3 AXLE) DRIVER - EQUIPMENT	06/01/2010	\$45,000	12/01/2010	\$45,600	06/01/2011	\$46,350		
	12/01/2011	\$47,010	06/01/2012	\$47,660	12/01/2012	\$48,690		
(4 & 5 AXLE) DRIVER - EQUIPMENT	06/01/2010	\$45,120	12/01/2010	\$45,720	06/01/2011	\$46,470		
	12/01/2011	\$47,130	06/01/2012	\$47,780	12/01/2012	\$48,810		
ADSSUBMERSIBLE PILOT	08/01/2009	\$101,110	08/01/2010	\$104,640	08/01/2011	\$108,760		
AIR TRACK OPERATOR	06/01/2010	\$48,850	12/01/2010	\$50,100	06/01/2011	\$51,100		
	12/01/2011	\$52,350						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/01/2009	\$40,250						
ASPHALT RAKER	06/01/2010	\$48,350	12/01/2010	\$49,600	06/01/2011	\$50,600		
	12/01/2011	\$51,850						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	06/01/2010	\$59,730	12/01/2010	\$60,980				
BACKHOE/FRONT-END LOADER	06/01/2010	\$59,730	12/01/2010	\$60,980				
BARCO-TYPE/JUMPING TAMPER	06/01/2010	\$48,350	12/01/2010	\$49,600	06/01/2011	\$50,600		
	12/01/2011	\$51,850						
BLOCK PAVER, RAMMER / CURB SETTER	06/01/2010	\$48,850	12/01/2010	\$50,100	06/01/2011	\$51,100		
	12/01/2011	\$52,350						
BOILER MAKER	01/01/2010	\$55,850						
APPRENTICE: BOILERMAKER - Local 29								
Ratio	Step	1	2	3	4	5	6	7
1:5	%	65.00	65.00	70.00	75.00	80.00	85.00	90.00
Apprentice wages shall be no less than the following:								
Step 1542.66/2542.66/3444.34/4443.05/4831.45/5020.75/5208.65/53.97								
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	02/01/2010	\$68,010	08/01/2010	\$69,910	02/01/2011	\$70,900		
	08/01/2011	\$73,000	02/01/2012	\$73,990				
APPRENTICE: BRICK/PLASTER/CEMENT MASON - Local 3 Newton								
Ratio	Step	1	2	3	4	5		
1:5	%	50.00	60.00	70.00	80.00	90.00		
Apprentice wages shall be no less than the following:								
Step 1543.71/2550.17/3534.43/4509.00/5433.33								
BULLDOZER/GRADER/SCRAPER	06/01/2010	\$59,380	12/01/2010	\$60,630				
CAISSON & UNDERPINNING BOTTOM MAN	06/01/2010	\$49,250	12/01/2010	\$50,500	06/01/2011	\$51,500		
	12/01/2011	\$52,750						
CAISSON & UNDERPINNING LABORER	06/01/2010	\$48,100	12/01/2010	\$49,350	06/01/2011	\$50,350		
	12/01/2011	\$51,600						
CAISSON & UNDERPINNING TOP MAN	06/01/2010	\$48,100	12/01/2010	\$49,350	06/01/2011	\$50,350		
	12/01/2011	\$51,600						

This wage schedule must be posted at the worksite in accordance with M.G.L. c. 149, § 27. Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. c. 149, § 27. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465. Contractors with questions about the wage rates or classifications included on the wage schedules have an affirmative obligation to inquire with DOS at www.mass.gov/dos/pw or at 617-626-6952.

Issue Date: 07/20/2010

Wage Request Number: 20100720-016

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN
Secretary of Labor and Workforce Development
GEORGE E. NOEL
Division of Labor
HEATHER E. LOWE
Acting Commissioner of
Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 11-05

City/Town: NEWTON

Description of Work: Hyde Park War Memorial Replacement

Job Location: 100 Lincoln Street

Classification	Effective Dates and Total Rates					
CARBIDE CORE DRILL OPERATOR	06/01/2010	\$48.350	12/01/2010	\$49.600	06/01/2011	\$50.600
	12/01/2011	\$51.850				
CARPENTER	03/01/2010	\$54.500	09/01/2010	\$55.380	03/01/2011	\$56.230
	09/01/2011	\$57.380	03/01/2012	\$58.500		
APPRENTICE: CARPENTER - Zone 2 Eastern MA						
Ratio	Step	1	2	3	4	5
1:5	%	50.00	60.00	70.00	75.00	80.00
						80.00
						90.00
						90.00
Apprentice wages shall be no less than the following:						
Step 1523.15/2528.320 \$40.274 \$41.84/5543.01/6543.01/7549.74/8549.74						
CEMENT MASONRY/PLASTERING	02/01/2010	\$66.200	08/01/2010	\$67.670	02/01/2011	\$68.440
	08/01/2011	\$70.060	02/01/2012	\$70.830		
CHAINSAW OPERATOR	06/01/2010	\$48.350	12/01/2010	\$49.600	06/01/2011	\$50.600
	12/01/2011	\$51.850				
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	06/01/2010	\$60.730	12/01/2010	\$61.980		
COMPRESSOR OPERATOR	06/01/2010	\$48.760	12/01/2010	\$49.690		
DELEADER (BRIDGE)	01/01/2010	\$63.410				
DEMO: ADZEMAN	06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350
	12/01/2011	\$51.600				
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	06/01/2010	\$49.100	12/01/2010	\$50.350	06/01/2011	\$51.350
	12/01/2011	\$52.600				
DEMO: BURNERS	06/01/2010	\$48.850	12/01/2010	\$50.100	06/01/2011	\$51.100
	12/01/2011	\$52.350				
DEMO: CONCRETE CUTTERSAWYER	06/01/2010	\$49.100	12/01/2010	\$50.350	06/01/2011	\$51.350
	12/01/2011	\$52.600				
DEMO: JACKHAMMER OPERATOR	06/01/2010	\$48.850	12/01/2010	\$50.100	06/01/2011	\$51.100
	12/01/2011	\$52.350				
DEMO: WRECKING LABORER	06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350
	12/01/2011	\$51.600				
DIRECTIONAL DRILL MACHINE OPERATOR	06/01/2010	\$39.380	12/01/2010	\$60.630		
DIVER	08/01/2009	\$75.090	08/01/2010	\$77.440	08/01/2011	\$80.190
DIVER TENDER	08/01/2009	\$60.220	08/01/2010	\$62.570	08/01/2011	\$65.320
DIVER TENDER (EFFLUENT)	08/01/2009	\$78.810	08/01/2010	\$82.330	08/01/2011	\$86.460
DIVER/SLURRY (EFFLUENT)	08/01/2009	\$101.110	08/01/2010	\$104.640	08/01/2011	\$108.760
ELECTRICIAN	03/01/2010	\$65.790	09/01/2010	\$67.030	03/01/2011	\$68.270
APPRENTICE: ELECTRICIAN - Local 103						
Ratio	Step	1	2	3	4	5
2:3***	%	40.00	40.00	45.00	45.00	50.00
						55.00
						60.00
						65.00
						70.00
						75.00
Apprentice wages shall be no less than the following Steps:						
App Prior 1A.03; 30.5340.45.00.55.65.70.75.80						
1534.88/2534.88/3542.31/4542.31/5544.45/6544.58/7548.72/8550.85/9552.99/10.555.12						
ELEVATOR CONSTRUCTOR	01/01/2010	\$65.190	01/01/2011	\$66.690	01/01/2012	\$68.190

This wage schedule must be posted at the worksite in accordance with M.G.L. c. 149, § 27. Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. c. 149, § 27. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465. Contractors with questions about the wage rates or classifications included on the wage schedules have an affirmative obligation to inquire with DOS at www.mass.gov/dos/pw or at 617-626-6952.

Issue Date: 07/20/2010

Wage Request Number: 20100720-016

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DEVAL L. FAIRLEK
Governor
TIMOTHY P. MURRAY
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN
Secretary of Labor and Workforce Development
GEORGE E. NOEL
Director of Labor
HEATHER E. ROWE
Acting Commissioner of
Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 11-05

City/Town: NEWTON

Description of Work: Hyde Park War Memorial Replacement

Job Location: 100 Lincoln Street

Classification

Effective Dates and Total Rates

APPRENTICE: ELEVATOR CONSTRUCTOR - Local 4										
Ratio	Step	1	2	3	4	5				
1:1	%	50.00	55.00	60.00	70.00	80.00				
Apprentice rates shall be no less than the following:						Steps 1-2 are 6 mos.; Steps 3-5 are 1 year				
Step 1\$44,477\$44,890\$51,734\$54,170\$58,99										
ELEVATOR CONSTRUCTOR HELPER					01/01/2010	\$51,330	01/01/2011	\$52,830	01/01/2012	\$54,330
FENCE & GUARD RAIL ERECTOR					06/01/2010	\$48,350	12/01/2010	\$49,600	06/01/2011	\$50,600
					12/01/2011	\$51,850				
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)					05/01/2010	\$56,950	11/01/2010	\$58,190	05/01/2011	\$59,430
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)					05/01/2010	\$41,520	11/01/2010	\$42,250	05/01/2011	\$42,980
FIELD ENG. - CHIEF OF PARTY (BLDG, SITE, HVY CONST)					05/01/2010	\$58,320	11/01/2010	\$59,570	05/01/2011	\$60,820
FIRE ALARM INSTALLER					03/01/2010	\$65,790	09/01/2010	\$67,030	03/01/2011	\$68,270
FIRE ALARM REPAIR / MAINTENANCE					03/01/2010	\$53,800	09/01/2010	\$54,730	03/01/2011	\$55,660
FIREMAN (ASST. ENGINEER)					06/01/2010	\$53,760	12/01/2010	\$54,840		
FLAGGER & SIGNALER					06/01/2010	\$37,800	12/01/2010	\$37,800	06/01/2011	\$38,800
					12/01/2011	\$38,800				
FLOORCOVERER					03/01/2010	\$59,630	09/01/2010	\$60,380	03/01/2011	\$61,130
					09/01/2011	\$62,380	03/01/2012	\$63,630		
APPRENTICE: FLOORCOVERER - Local 2148 Zone 1										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	
Apprentice rates shall be no less than the following:						Steps are 750 hrs.				
Step 1\$27,331\$29,138\$39,984\$41,710\$43,324\$47,107\$50,498\$52,47										
FORK LIFT/CHERRY PICKER					06/01/2010	\$59,730	12/01/2010	\$60,980		
GENERATOR/LIGHTING PLANT/HEATERS					06/01/2010	\$48,760	12/01/2010	\$49,690		
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)					01/01/2010	\$52,910				
APPRENTICE: GLAZIER - Local 33 Zone 2										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:						Steps are 750 hrs.				
Step 1\$23,842\$28,438\$30,314\$32,180\$41,240\$43,137\$47,945\$51,684\$57,4										
HOISTING ENGINEER/CRANES/GRADALLS					06/01/2010	\$59,730	12/01/2010	\$60,980		
APPRENTICE: HOISTING ENG. - Local 4										
Ratio	Step	1	2	3	4	5	6	7	8	
1:4	%	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00	
Apprentice wages shall be no less than the following:										
Step 1\$30,407\$44,428\$44,334\$48,235\$50,140\$53,207\$53,996\$55,90										

This wage schedule must be posted at the worksite in accordance with M.G.L. c. 149, § 27. Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. c. 149, § 27. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465. Contractors with questions about the wage rates or classifications included on the wage schedules have an affirmative obligation to inquire with DOS at www.mass.gov/dos/pw or at 617-626-6952.

Issue Date: 07/02/2010

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DEVAL L. FAIRLICK
Governor
TIMOTHY F. MURRAY
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates
As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSBERRY
Secretary of Labor and Workforce Development
GEORGE E. NOEL
Director of Labor
HEATHER E. ROWE
Acting Commissioner of
Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 11-05

City/Town: NEWTON

Description of Work: Hyde Park War Memorial Replacement

Job Location: 100 Lincoln Street

Classification	Effective Dates and Total Rates					
HVAC (DUCTWORK)	02/01/2010	\$63.470	08/01/2010	\$64.720	02/01/2011	\$65.970
	08/01/2011	\$67.220	02/01/2012	\$68.470	08/01/2012	\$69.720
	02/01/2013	\$70.970				
HVAC (ELECTRICAL CONTROLS)	03/01/2010	\$65.790	09/01/2010	\$67.030	03/01/2011	\$68.270
HVAC (TESTING AND BALANCING - AIR)	02/01/2010	\$63.470	08/01/2010	\$64.720	02/01/2011	\$65.970
	08/01/2011	\$67.220	02/01/2012	\$68.470	08/01/2012	\$69.720
	02/01/2013	\$70.970				
HVAC (TESTING AND BALANCING - WATER)	03/01/2010	\$68.730				
HVAC MECHANIC	03/01/2010	\$68.730				
HYDRAULIC DRILLS	06/01/2010	\$48.850	12/01/2010	\$50.100	06/01/2011	\$51.100
	12/01/2011	\$52.350				
INSULATOR (PIPES & TANKS)	09/01/2009	\$39.260	09/01/2010	\$61.660		
APPRENTICE: ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston						
Ratio	Step	1	2	3	4	
1:4	%	50.00	60.00	70.00	80.00	
Apprentice wages shall be no less than the following:						
Step 153414/2540.748 \$43.394 \$50.01						
Steps are 1 year						
IRONWORKER/WELDER	03/16/2010	\$60.940				
APPRENTICE: IRONWORKER - Local 7 Boston						
Ratio	Step	1	2	3	4	5
**	%	60.00	70.00	75.00	80.00	85.00
Apprentice wages shall be no less than the following:						
Step 154482/2550.358 \$52.124 \$53.880 \$55.456 \$57.41						
** Structural 1:4; Crane and Shell 1:4						
JACKHAMMER & PAVING BREAKER OPERATOR	06/01/2010	\$48.350	12/01/2010	\$49.600	06/01/2011	\$50.600
	12/01/2011	\$51.850				
LABORER	06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350
	12/01/2011	\$51.600				
APPRENTICE: LABORER - Zone 1						
Ratio	Step	1	2	3	4	
1:5	%	60.00	70.00	80.00	90.00	
Apprentice wages shall be no less than the following:						
Step 153418/2539.148 \$42.144 \$45.12						
LABORER: CARPENTER TENDER	06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350
	12/01/2011	\$51.600				
LABORER: CEMENT FINISHER TENDER	06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350
	12/01/2011	\$51.600				
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350
	12/01/2011	\$51.600				
LABORER: MASON TENDER	06/01/2010	\$48.350	12/01/2010	\$49.600	06/01/2011	\$50.600
	12/01/2011	\$51.850				

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Issue Date: 07/20/2010

Wage Request Number: 20100720-016

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



JOANNE F. GOLDS TEIN
Secretary of Labor and Workforce Development

GEORGE E. NOEL
Director of Labor

HEATHER E. LOWE
Acting Commissioner of
Division of Occupational Safety

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

Awarding Authority: City of Newton

Contract Number: 11-05

City/Town: NEWTON

Description of Work: Hyde Park War Memorial Replacement

Job Location: 100 Lincoln Street

Classification	Effective Dates and Total Rates								
LABORER: MULTI-TRADE TENDER	06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350			
	12/01/2011	\$51.600							
LABORER: TREE REMOVER	06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350			
	12/01/2011	\$51.600							
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.									
LASER BEAM OPERATOR	06/01/2010	\$48.350	12/01/2010	\$49.600	06/01/2011	\$50.600			
	12/01/2011	\$51.850							
MARBLE & TILE FINISHERS	02/01/2010	\$56.950	08/01/2010	\$58.470	02/01/2011	\$59.270			
	08/01/2011	\$60.950	02/01/2012	\$61.740					
APPRENTICE: MARBLE & TILE FINISHER - Local 3 Marble & Tile									
Ratio	Step	1	2	3	4	5			
1:3	%	50.00	60.00	70.00	80.00	90.00			
Apprentice wages shall be no less than the following:									
Step 1 \$39.44/2543 110 \$44.374 \$50.03/05 \$3.49 Steps are 800 hrs.									
MARBLE MASONS, TILELAYERS & TERRAZZO MECH	02/01/2010	\$68.050	08/01/2010	\$69.950	02/01/2011	\$70.940			
	08/01/2011	\$73.040	02/01/2012	\$74.030					
APPRENTICE: MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile									
Ratio	Step	1	2	3	4	5			
1:3	%	50.00	60.00	70.00	80.00	90.00			
Apprentice wages shall be no less than the following:									
Step 1 \$43.73/2530 190 \$54.664 \$59.12/05 \$3.59									
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)	07/01/2010	\$29.590	07/01/2011	\$30.290					
MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2010	\$39.380	12/01/2010	\$60.630					
MECHANICS MAINTENANCE	06/01/2010	\$39.380	12/01/2010	\$60.630					
MILLWRIGHT (Zone 1)	04/01/2010	\$55.850							
APPRENTICE: MILLWRIGHT - Local 1121 Zone 1									
Ratio	Step	1	2	3	4	5	6	7	8
1:3	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
Apprentice wages shall be no less than the following:									
Step 1 \$34.43/2534 310 \$39.444 \$41.12/05 \$4.24/04 \$3.94/04 7.65/04 \$9.32									
MORTAR MIXER	06/01/2010	\$48.350	12/01/2010	\$49.600	06/01/2011	\$50.600			
	12/01/2011	\$51.850							
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	06/01/2010	\$42.430	12/01/2010	\$43.170					
OILER (TRUCK CRANES, GRADALLS)	06/01/2010	\$45.500	12/01/2010	\$46.330					
OTHER POWER DRIVEN EQUIPMENT - CLASS II	06/01/2010	\$39.380	12/01/2010	\$60.630					
PAINTER (BRIDGES/TANKS)	01/01/2010	\$63.410							

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Issue Date: 07/20/2010

Wage Request Number: 20100720-016

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN
Secretary of Labor and Workforce Development
GEORGE E. NOEL
Division of Labor
HEATHER E. KOWE
Acting Commissioner of
Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 11-05

City/Town: NEWTON

Description of Work: Hyde Park War Memorial Replacement

Job Location: 100 Lincoln Street

Classification	Effective Dates and Total Rates									
APPRENTICE: PAINTER Local33 - BRIDGES/TANKS										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:					Steps are 750 hrs.					
Step 1 \$29.31/2534.43/6 \$34.85/4 \$39.27/5 \$48.89/6 \$51.31/7 \$53.75/8 \$58.57										
PAINTER (SPRAY OR SANDBLAST, NEW) *					01/01/2010	\$54.310				
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.										
APPRENTICE: PAINTER Local33 Zone 2 - Spray/Sandblast - New										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:										
Step 1 \$24.74/2531.85/6 \$33.55/4 \$32.24/5 \$44.14/6 \$45.83/7 \$47.53/8 \$50.92										
PAINTER (SPRAY OR SANDBLAST, REPAINT)					01/01/2010	\$52.370				
APPRENTICE: PAINTER Local33 Zone 2 - Spray/Sandblast - Repaint										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:										
Step 1 \$23.79/2530.78/6 \$32.38/4 \$33.98/5 \$42.78/6 \$44.38/7 \$45.98/8 \$49.17										
PAINTER (TRAFFIC MARKINGS)					06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350
					12/01/2011	\$51.600				
PAINTER / TAPER (BRUSH, NEW) *					01/01/2010	\$52.910				
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.										
APPRENTICE: PAINTER - Local33 Zone 2 - BRUSH NEW										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:					Steps are 750 hrs.					
Step 1 \$23.84/2528.43/6 \$30.31/4 \$32.18/5 \$41.24/6 \$43.13/7 \$45.01/8 \$48.74										
PAINTER / TAPER (BRUSH, REPAINT)					01/01/2010	\$50.970				
APPRENTICE: PAINTER Local33 Zone 2 - BRUSH REPAINT										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:					Steps are 750 hrs.					
Step 1 \$22.89/2527.34/6 \$29.14/4 \$30.92/5 \$39.90/6 \$41.68/7 \$43.46/8 \$47.01										
PANEL & PICKUP TRUCKS DRIVER					06/01/2010	\$44.760	12/01/2010	\$45.360	06/01/2011	\$46.110
					12/01/2011	\$46.770	06/01/2012	\$47.420	12/01/2012	\$48.430
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)					08/01/2009	\$60.220	08/01/2010	\$62.570	08/01/2011	\$65.320
PILE DRIVER					08/01/2009	\$60.220	08/01/2010	\$62.570	08/01/2011	\$65.320

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Issue Date: 07/20/2010

Wage Request Number: 20100720-016

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN
Secretary of Labor and Workforce Development
GEORGE E. NOEL
Division of Labor
HEATHER E. LOWE
Acting Commissioner of
Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 11-05

City/Town: NEWTON

Description of Work: Hyde Park War Memorial Replacement

Job Location: 100 Lincoln Street

Classification	Effective Dates and Total Rates										
APPRENTICE: FILE DRIVER - Local 54 Zone 1											
Ratio	Step	1	2	3	4	5	6	7	8		
1:5	%	40.00	45.00	70.00	75.00	80.00	85.00	90.00	95.00		
Apprentice wages shall be no less than the following:											
Step 1\$45.35/\$47.21/\$49.07\$50.95/\$52.79/\$54.64/\$56.50/\$58.36											
PIPEFITTER & STEAMFITTER						03/01/2010	\$68.730				
APPRENTICE: PIPEFITTER - Local 537											
Ratio	Step	1	2	3	4	5					
**	%	40.00	45.00	60.00	70.00	80.00					
Apprentice Rate-Step1\$33.94/\$33.38/\$30.29/\$34.90/\$39.51						**1:3; 3:5; 1:10 then after /Step am 1 yr.					
Ref: 1:1; 2:2; 3:4; 4:8; 5:10; 6:12; 7:14; 8:17; 9:20; 10:23(Max)											
PIPELAYER						06/01/2010	\$48.350	12/01/2010	\$49.600	06/01/2011	\$50.600
						12/01/2011	\$51.850				
PLUMBERS & GASFITTERS						03/01/2010	\$67.500				
APPRENTICE: PLUMBER - Local 112											
Ratio	Step	1	2	3	4	5					
**	%	35.00	40.00	55.00	65.00	75.00					
Apprentice wages shall be no less than the following:						**1:2; 2:4; 3:10; 4:14; 5:19/Step am 1 yr.					
Step 1\$30.03/\$32.90/\$34.57\$37.32/\$40.16/\$43.07/\$45.98											
PNEUMATIC CONTROLS (TEMP.)						03/01/2010	\$68.730				
PNEUMATIC DRILL/TOOL OPERATOR						06/01/2010	\$48.350	12/01/2010	\$49.600	06/01/2011	\$50.600
						12/01/2011	\$51.850				
POWDERMAN & BLASTER						06/01/2010	\$49.100	12/01/2010	\$50.350	06/01/2011	\$51.350
						12/01/2011	\$52.600				
POWER SHOVEL/DERRICK/TRENCHING MACHINE						06/01/2010	\$39.730	12/01/2010	\$60.980		
PUMP OPERATOR (CONCRETE)						06/01/2010	\$39.730	12/01/2010	\$60.980		
PUMP OPERATOR (DEWATERING, OTHER)						06/01/2010	\$48.760	12/01/2010	\$49.690		
READY-MIX CONCRETE DRIVER						05/01/2010	\$41.080	05/01/2011	\$41.690		
RECLAIMERS						06/01/2010	\$39.380	12/01/2010	\$60.630		
RESIDENTIAL WOOD FRAME CARPENTER **						04/01/2009	\$35.620				
** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.											
As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.											
APPRENTICE: CARPENTER (Residential Wood Frame) - Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:5	%	40.00	40.00	45.00	70.00	75.00	80.00	85.00	90.00		
Apprentice wages shall be no less than the following:											
Step 1\$20.13/\$21.04/\$22.23/\$23.43/\$24.63/\$25.83/\$27.03/\$28.23											

This wage schedule must be posted at the worksite in accordance with M.G.L. c. 149, § 27. Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. c. 149, § 27. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465. Contractors with questions about the wage rates or classifications included on the wage schedules have an affirmative obligation to inquire with DOS at www.mass.gov/dos/pw or at 617-626-6952.

Issue Date: 07/20/2010

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DEVAL L. PAILEK
Governor
TIMOTHY P. MURRAY
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN
Secretary of Labor and Workforce Development
GEORGE E. NOEL
Director of Labor
HEATHER E. ROWE
Acting Commissioner of
Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 11-05

City/Town: NEWTON

Description of Work: Hyde Park War Memorial Replacement

Job Location: 100 Lincoln Street

Classification	Effective Dates and Total Rates					
RIDE-ON MOTORIZED BUGGY OPERATOR	06/01/2010	\$48,350	12/01/2010	\$49,600	06/01/2011	\$50,600
	12/01/2011	\$51,850				
ROLLER/SPREADER/MULCHING MACHINE	06/01/2010	\$59,380	12/01/2010	\$60,630		
ROOFER (Inc. Roofer Waterproofing & Roofer Dampproofing)	02/01/2009	\$53,860				
APPRENTICE: ROOFER - Local 33						
Ratio	Step	1	2	3	4	5
**	%	30.00	40.00	45.00	75.00	85.00
**1:3, 2:4-10, the 1:10; Roofing: 1:4, then 1:1						
Apprentice rates no less than: Step 1 \$34,482/\$40,847/\$42,584/\$44,025/\$49,500						
SHEETMETAL WORKER	02/01/2010	\$63,470	08/01/2010	\$64,720	02/01/2011	\$65,970
	08/01/2011	\$67,220	02/01/2012	\$68,470	08/01/2012	\$69,720
	02/01/2013	\$70,970				
APPRENTICE: SHEET METAL WORKER - Local 17-A						
Ratio	Step	1	2	3	4	5
1:4	%	40.00	45.00	50.00	60.00	65.00
Apprentice wages shall be no less than the following:						
Step 1 \$11,757/\$12,451/\$13,348/\$13,805/\$14,408/\$15,430						
SIGNERECTOR	06/01/2009	\$37,780				
APPRENTICE: SIGNERECTOR - Local 33 Zone 2						
Ratio	Step	1	2	3	4	5
1:1	%	30.00	55.00	60.00	65.00	70.00
Step 6 am + mos.						
SLATE / TILE / PRECAST CONCRETE ROOFER	02/01/2009	\$54,110				
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	06/01/2010	\$45,220	12/01/2010	\$45,820	06/01/2011	\$46,570
	12/01/2011	\$47,230	06/01/2012	\$47,880	12/01/2012	\$48,910
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	06/01/2010	\$45,510	12/01/2010	\$46,110	06/01/2011	\$46,860
	12/01/2011	\$47,520	06/01/2012	\$48,170	12/01/2012	\$49,200
SPRINKLER FITTER	04/01/2010	\$69,550				
APPRENTICE: SPRINKLER FITTER - Local 550						
Ratio	Step	1	2	3	4	5
1:1	%	40.00	45.00	50.00	55.00	60.00
Apprentice wages shall be no less than the following: steps:						
1 \$33,042/\$37,821/\$40,404/\$43,385/\$44,147/\$48,947/\$51,721/\$55,343,069/\$57,280/\$60,000						
STEAM BOILER OPERATOR	06/01/2010	\$59,380	12/01/2010	\$60,630		
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	06/01/2010	\$59,380	12/01/2010	\$60,630		
TELECOMMUNICATION TECHNICIAN	03/01/2010	\$53,800	09/01/2010	\$54,730	03/01/2011	\$55,660

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Issue Date: 07/20/2010

Wage Request Number: 20100720-016

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY



Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

Awarding Authority: City of Newton

Contract Number: 11-05

City/Town: NEWTON

Description of Work: Hyde Park War Memorial Replacement

Job Location: 100 Lincoln Street

Classification	Effective Dates and Total Rates										
APPRENTICE: TELECOMMUNICATION TECHNICIAN - Local 103											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	70.00	80.00		
Apprentice wages shall be no less than the following:											
Step 1\$34,590/\$34,190 \$37,804 \$39,390\$40,994\$42,607\$44,230 \$45,854\$47,478											
TERRAZZO FINISHERS						02/01/2010	\$66.950	08/01/2010	\$68.850	02/01/2011	\$69.840
						08/01/2011	\$71.940	02/01/2012	\$72.930		
APPRENTICE: TERRAZZO FINISHER - Local 3 Marble & Tile											
Ratio	Step	1	2	3	4	5					
1:3	%	50.00	60.00	70.00	80.00	90.00					
Apprentice wages shall be no less than the following:											
Step 1\$45,118/\$49,536 \$53,894 \$58,240\$62,600 \$66,950 \$71,300 \$75,650 \$80,000											
TEST BORING DRILLER						06/01/2010	\$49.500	12/01/2010	\$50.750	06/01/2011	\$51.750
						12/01/2011	\$53.000				
TEST BORING DRILLER HELPER						06/01/2010	\$48.220	12/01/2010	\$49.470	06/01/2011	\$50.470
						12/01/2011	\$51.720				
TEST BORING LABORER						06/01/2010	\$48.100	12/01/2010	\$49.350	06/01/2011	\$50.350
						12/01/2011	\$51.600				
TRACTORS/PORTABLE STEAM GENERATORS						06/01/2010	\$39.380	12/01/2010	\$60.630		
TRAILERS FOR EARTH MOVING EQUIPMENT						06/01/2010	\$45.800	12/01/2010	\$46.400	06/01/2011	\$47.130
						12/01/2011	\$47.810	06/01/2012	\$48.460	12/01/2012	\$49.490
TUNNEL WORK - COMPRESSED AIR						06/01/2010	\$60.680	12/01/2010	\$61.930	06/01/2011	\$63.180
						12/01/2011	\$64.430				
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)						06/01/2010	\$62.680	12/01/2010	\$63.930	06/01/2011	\$65.180
						12/01/2011	\$66.430				
TUNNEL WORK - FREE AIR						06/01/2010	\$52.750	12/01/2010	\$54.000	06/01/2011	\$55.250
						12/01/2011	\$56.500				
TUNNEL WORK - FREE AIR (HAZ. WASTE)						06/01/2010	\$54.750	12/01/2010	\$56.000	06/01/2011	\$57.250
						12/01/2011	\$58.500				
VAC-HAUL						06/01/2010	\$45.220	12/01/2010	\$45.820	06/01/2011	\$46.570
						12/01/2011	\$47.230	06/01/2012	\$47.880	12/01/2012	\$48.910
WAGON DRILL OPERATOR						06/01/2010	\$48.350	12/01/2010	\$49.600	06/01/2011	\$50.600
						12/01/2011	\$51.850				
WASTE WATER PUMP OPERATOR						06/01/2010	\$39.730	12/01/2010	\$60.980		
WATER METER INSTALLER						03/01/2010	\$67.500				

This wage schedule must be posted at the worksite in accordance with M.G.L. c. 149, § 27. Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. c. 149, § 27. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465. Contractors with questions about the wage rates or classifications included on the wage schedules have an affirmative obligation to inquire with DOS at www.mass.gov/dos/pw or at 617-626-6952.

Issue Date: 07/20/2010

Wage Request Number: 20100720-016

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSBERRY
Secretary of Labor and Workforce Development
GEORGE E. NOEL
Director of Labor
HEATHER E. ROWE
Acting Commissioner of
Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 11-05

City/Town: NEWTON

Description of Work: Hyde Park War Memorial Replacement

Job Location: 100 Lincoln Street

Classification

Effective Dates and Total Rates

Additional Apprentices Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, Section 11.

All steps are six months (1000 hours) unless otherwise specified.

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:
1 JM: 1 APP; 2-3 JM: 2 APP; 4-6 JM: 4 APP; 7-9 JM: 6 APP; 10-12 JM: 8 APP; 13-15 JM: 10 APP; etc.
- **** The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:
1-2 JM: 1 APP; 3-4 JM: 2 APP; 5 JM: 3 APP; 6-7 JM: 4 APP; 8 JM: 5 APP; etc.

This wage schedule must be posted at the worksite in accordance with M.G.L. c. 149, § 27. Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. c. 149, § 27. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465. Contractors with questions about the wage rates or classifications included on the wage schedules have an affirmative obligation to inquire with DOS at www.mass.gov/dos/pw or at 617-626-6952.

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The Massachusetts Prevailing Wage Law M.G.L. ch. 149, §§ 26 – 27

NOTICE TO AWARDING AUTHORITIES

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 201_____

I, _____,
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by
_____ on the _____

(Contractor, subcontractor or public body)

(Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

HYDE PARK WAR MEMORIAL REPLACEMENT

SPECIAL CONDITIONS

1.0 PROJECT SITE

- A. The area of work shall be the Hyde Park War Memorial Lincoln Street, Newton, MA.

2.0 TIME FOR COMPLETION

- A. The work shall be commenced at the time stipulated in the Notice to Proceed to the Contractor. All work shall be fully completed within 3 months from the date of contract execution.

3.0 PAYMENT

- A. Payment to the Contractor shall be made in accordance with the provisions of Paragraph 2.6 of the General Conditions. The amount of retainage established for this contract shall be 5%.

4.0 LIQUIDATED DAMAGES

- A. As actual damages for any delay in completion are impossible to determine, the Contractor and his/her sureties shall be liable for and shall pay fifty dollars (\$50.00) as fixed, and agreed liquidated damages for each calendar day of delay beyond the completion date stated in the Notice to Proceed until the work is brought to full and accepted completion.

5.0 COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals and claims must be in writing.
- B. Any such notice shall be deemed to have been given as of the time of delivery, or of actual receipt in the case of telegrams or, in the case of mailing, when it should have been received in due course of post.
- C. For communicating purposes, the office address of the Contractor shall be that stated on the signature page of the contract; that of the City shall be as stated in the Notice to Contractors. Any subsequent change in address of either party shall be communicated to the other in writing.

6.0 PLANS AND SPECIFICATIONS

- A. The City will furnish to the Contractor, without charge, all copies of the specifications reasonably necessary in the performance of the contract work.

7.0 COORDINATION

The Contractor shall:

- A. Supply to the City the name and telephone number of a responsible person who may be contacted during off-hour emergencies on the project.
- B. Cooperate at all times with the City and the Project Manager, and ensure the cooperation of his key personnel and that of his subcontractors.
- C. Provide 24 hour minimum notice to building management to prepare for access to any site area.

8.0 CONDUCT OF THE WORK

- A. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient men and adequate equipment to complete all the necessary work requirements within a minimum period of time.

- B. The work shall be conducted between the hours of 8:00 a.m. and 4:30 p.m. on Monday through Friday. No work shall be done on holidays, Saturdays or Sundays other than for emergencies, or unless specifically authorized by the City.
- C. The Contractor is responsible for the security of partially completed work until the project is finally accepted by the City.

9.0 ALTERATION

- A. The Contractor shall patch, repair and/or replace all existing materials and surfaces remaining exposed after installation of new work which have been affected by alteration or removal of existing work. All patch and repair work shall match existing.

10.0 GENERAL DIRECTIONS

- A. Damage to Persons and Property

Any damage to buildings, roads, public roads, bituminous concrete areas, fences, lawn areas, trees, shrubbery, electric or telephone poles, underground utilities, etc., shall be repaired by the Contractor at his own expense. Damaged property shall be returned to its original condition prior to the damages within a reasonable time period, except all utility outages shall be repaired immediately.

- B. Protection of Persons and Property

The Contractor shall, at all times, leave an unobstructed way along the roadways and walks, and shall maintain barriers and lights for the protection of all persons and property in all locations where he has materials stored or work going on, and during the entire time such work is going on or material is stored.

- C. The Contractor shall at the end of each work day leave the fields in usable condition. There shall be no open holes/trenches or exposed irrigation heads that could pose a trip hazard or potential injury to persons using the fields.

- D. Care of Work

All work is to be carefully protected so that no injury will come to it from water, frost, accident, or any other cause and any injury which may come to any of the work shall be repaired immediately by the Contractor at his own expense and without additional cost to the City. This shall also apply to any abutting or adjoining work on premises. The Contractor shall be responsible for any damage and in the event of such damage, the Contractor shall repair the damage immediately at his own cost and without additional cost to the City.

- E. Removal of Debris

Debris of any nature shall be completely removed from the site at the end of each days work and disposed of in accordance with all Federal, State and local regulations.

- F. The Contractor is responsible for the security of all work until it is accepted by the City.

11.0 DELETED

12.0 SUBMISSION OF PAYROLLS

- A. The Contractor shall, with each monthly invoice submitted during the term of this Contract, submit to the City two (2) legible copies of his payrolls documenting the wages paid to all employees performing on site labor relating to the work of this Contract. These copies shall be prepared on forms supplied by the City.

13.0 DRAWINGS

- A. The drawings attached herein and such drawings as may be issued per addendum, shall constitute an integral part of this section and shall serve as the working drawings.

- B. Drawings shall not be scaled. Field verification is directed since actual locations, dimensions and levels are existing.
- C. All items not specifically mentioned in the specifications or noted on the drawings, but which are obviously necessary to make a complete working installation, shall be included.

14.0 MATERIALS

- A. Unless specifically so stated to the contrary the use of a manufacturer's name or style number is not restrictive, and is intended solely as an identification of the type and quality of the materials and services required. In all cases, the words "or approved equal" if not inserted are implied.
- B. An item equal to that named or described in the specifications may upon written approval of the City be furnished by the Contractor. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased; (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.
- C. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L. Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense.
- D. For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment, and operation of their equipment shall be complied with and responsibility for proper performance shall continue to rest with the Contractor.
- E. Except as otherwise provided for by the provisions of M.G.L. Ch. 30, Sec. 39J, the Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution in accordance with these provisions. If any substitutu is more costly, the Contracotr shall pay for such costs

15.0 WARRANTY AND INDEMNIFICATION

- A. In addition to other guarantees or warranties required under law or other sections of the specification, the Contractor warrants all materials furnished and labor performed under this Contract to be free from defects or errors in workmanship or installation for a period of one year from the date of Completion of the work, as certified by the Project Manager. The Contractor shall indemnify the Authority for the full cost of any damage to the property that may result by reason of such defects or errors and shall indemnify the Authority from and against any and all claims, demands, losses, costs, expenses, liabilities and damages, including reasonable attorney's fees and expenses, arising out of or on account of this Contract, including but not limited to claims brought against the Authority for alleged infringement of patents based upon any methods of construction or application of upon materials furnished under the Contract.

END OF SECTION

**City of Newton
Parks & Recreation**

SCOPE OF WORK

BASE BID

The City of Newton is looking for a firm fixed fee from a contractor to provide all the materials, equipment, labor, and supervision, to replicate the Hyde Park War Memorial granite monument. The contractors shall be responsible for the delivery and installation of the new monument in the exact location of the current monument.

The current monument has been damaged beyond repair and the City of Newton shall remove the damaged monument in order to allow a contractor to replace it with the duplicate. The contractor shall be responsible for all costs for the replication, the delivery, setting and installation of all pieces of the Hyde Park war memorial (located on Lincoln Street, Newton, MA). The contractor shall be responsible to install the monument in the same location as the original monument. The contractor shall be responsible to supply a monument with exact size specifications and color match including engraving the monument with same font and font size. All wording and design on the monument shall be replicated as on the original monument.

The City of Newton shall be responsible for the removal of the original monument. The City of Newton shall be responsible to call DIGSAFE. The City of Newton shall supply the police detail for the day of installation of the new monument.

The monument will be on display at the Lincoln Street location until after award of this contract.

It is anticipated that work shall begin on 8/1/10 and be completed on 11/1/10_____.
Installation of the monument and the pathway including granite edging is expected to take place in a 3 month period within award of bid)

**ALTERNATE ONE
PATHWAY AND CURBING LEADING TO THE MONUMENT**

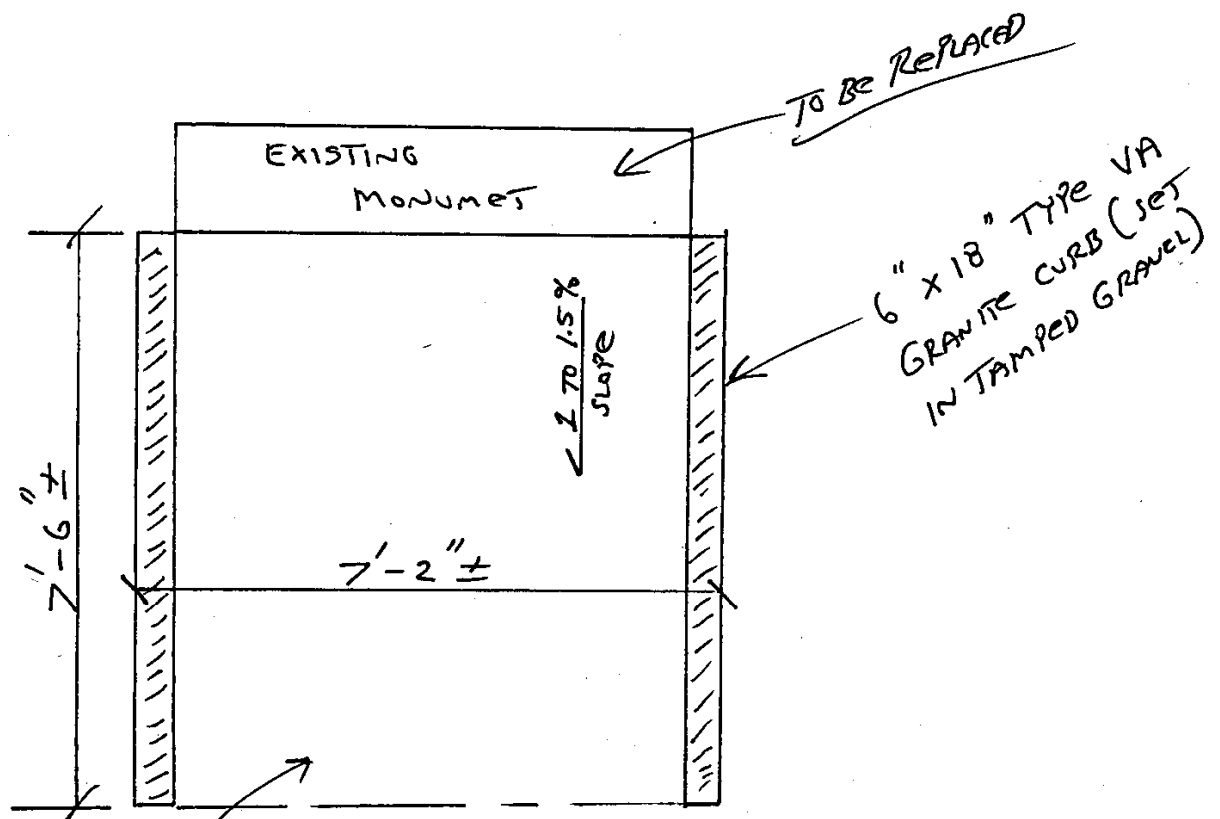
The City of Newton is seeking a price for the removal and installation of the granite curbing and concrete pad leading from the sidewalk to the base of the monument. The contractor is to follow the attached engineering specifications. The new concrete pad and granite curbing shall be installed after the new monument is installed to allow for the new concrete pad to be poured directly abutting the new monument base. In the event there is insufficient funding to allow for the base bid including alternate one, the contractor shall be responsible to install the monument without any damage to the existing curb and concrete.

Award of bid shall be based on the combined total of the Base Bid and Alternate One

APPENDIX – “A”

ALTERNATE ONE

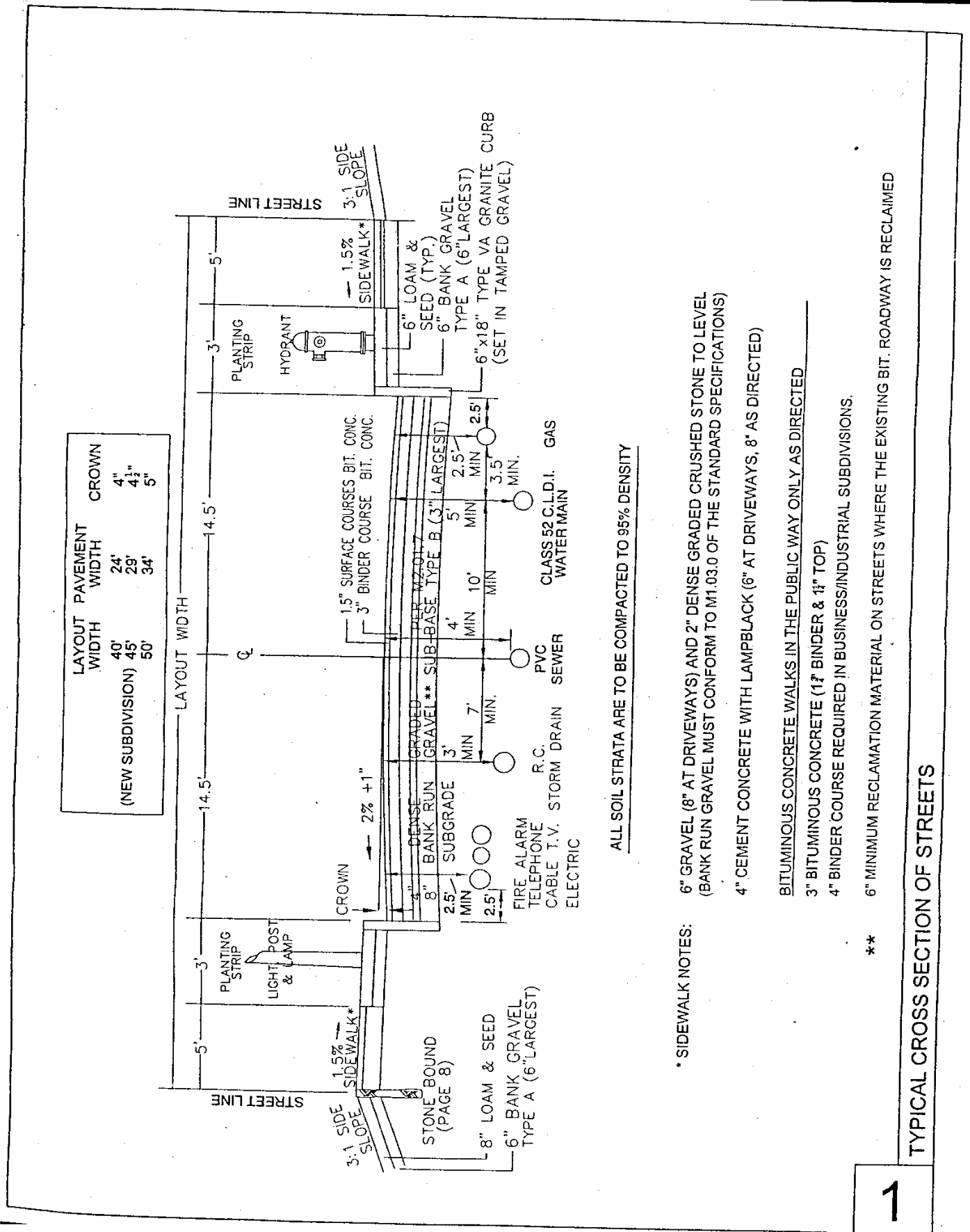
ENGINEERING SPECIFICATIONS FOR CONCRETE PAD AND GRANITE CURBING



4" THICK CONCRETE (SET ON 6" GRAVEL BASE AND 2" DENSE GRADED CRUSHED STONE TO LEVEL).

- CONCRETE SHALL HAVE 2 POUNDS LAMPBLACK PER C.Y. OF CONCRETE.
- CONCRETE TO BE 4000 PSI

(SEE ATTACHED)



ALL SOIL STRATA ARE TO BE COMPACTED TO 95% DENSITY

* SIDEWALK NOTES:

6" GRAVEL (8" AT DRIVEWAYS) AND 2" DENSE GRADED CRUSHED STONE TO LEVEL (BANK RUN GRAVEL MUST CONFORM TO M1.03.0 OF THE STANDARD SPECIFICATIONS)

4" CEMENT CONCRETE WITH LAMPBLACK (6" AT DRIVEWAYS, 8" AS DIRECTED)

BITUMINOUS CONCRETE WALKS IN THE PUBLIC WAY ONLY AS DIRECTED

3" BITUMINOUS CONCRETE (1 1/2" BINDER & 1 1/2" TOP)

4" BINDER COURSE REQUIRED IN BUSINESS/INDUSTRIAL SUBDIVISIONS.

** 6" MINIMUM RECLAMATION MATERIAL ON STREETS WHERE THE EXISTING BIT. ROADWAY IS RECLAIMED

TYPICAL CROSS SECTION OF STREETS